BILL NO. S-78-02-73

SPECIAL ORDINANCE NO. S-30-78

AN ORDINANCE approving a contract with BERCOT, INC. for sewer improvement in Paper Mill Bluffs, Section II.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the contract dated January 16, 1978, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works, and Bercot, Inc., for:

> Sewer Improvement Resolution No. 300-77, beginning at an existing sanitary sewer manhole located 30± LF west of and 20± LF south of the northeast corner of Lot #31 of Paper Mill Bluffs, Section I; thence westerly 650± LF to a proposed manhole located 40± LF south of the northwest corner of Lot #98 of Paper Mill Bluffs, Section II; thence westerly 250± LF terminating at a proposed manhole located 55± LF south of the northwest corner of Lot #96 of Paper Mill Bluffs, Section II,

for a total cost of $7,865.00, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Councilman

APPROVED AS TO FORM AND LEGALITY,

CITY ATTORNEY

Read the first time in full and on motion by Nuckols, seconded by Hunter, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19__, at _____ o'clock ____ M., E.S.T.

DATE: 2-14-78

Shirley W. Westerman
CITY CLERK

Read the third time in full and on motion by Nuckols, seconded by V. Schmidt, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	8	0		1	
BURNS	X				
HINGA				X	
HUNTER	X				
MOSES	X				
NUCKOLS	X				
SCHMIDT, D.	X				
SCHMIDT, V.	X				
STIER	X				
TALARICO	X				

DATE: 2-28-78

Shirley W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. G-20-78 on the 28th day of February, 19 78

ATTEST: (SEAL)

Shirley W. Westerman
CITY CLERK

Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 1st day of March, 19 78, at the hour of 11:30 o'clock A M., E.S.T.

Shirley W. Westerman
CITY CLERK

Approved and signed by me this 6th day of March, 19 78, at the hour of 9:10 o'clock A M., E.S.T.

Robert E. Armstrong
MAYOR

Bill No. S-78-02-13

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance

Approving a contract with BERCOT, INC. for sewer improvement in Paper Mill Bluffs, Section II

have had said Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance do PASS.

JOHN NUCKOLS - CHAIRMAN

PAUL M. BURNS - VICE CHAIRMAN

WINFIELD C. MOSES, JR.

DONALD J. SCHMIDT

JAMES S. STIER

CONCURRED IN

DATE 2-28-78 CHARLES W. WILLIAMAN, CITY CLE

CONTRACT AND BOND

This Agreement, Made and entered into as of the 8th day of February 19 78, by and between BERCOT, INC.

the County of Allen and State of Indiana, party of the first part, and the City of Fort Wayne, County of Allen, State of Indiana, by and through its Board of Public Works, party of the second part, under and by virtue of an Act of the General Assembly of the State of Indiana, entitled "An act concerning municipal corporations," approved March 6, 1905, and the provisions of all acts amendatory thereto and supplemental thereof.

WITNESSETH, That the party of the first part covenants and agrees to construct MAIN LINE: Beginning at an existing sanitary sewer manhole located 30± LF west of and 20± LF south of the northeast corner of Lot #31 of Paper Mill Bluffs, Section I; thence westerly 650± LF to a proposed manhole located 40± LF south of the northwest corner of Lot #98 of Paper Mill Bluffs, Section II; thence westerly 250± LF terminating at a proposed manhole located 55± LF south of the northwest corner of Lot #96 of Paper Mill Bluffs Section II.

Said sewer shall be 18" in diameter, with all appurtenances to be constructed in accordance with the plans, profiles, special details and specifications now on file in the office of the Board of Public Works of said City, and shall be used for sanitary purposes only.

for the Following Prices

18" RCP CL. V	Forty-Six Thousand Eight Hundred Dollars	$46,800.00
CFW Std. MH Type I-A	Nine Thousand Dollars	9,000.00
BROADCAST SEEDING	Two Thousand Five Hundred Dollars	2,500.00
6" "T" or "Y" Taps to PL. Permit incl.	Eight Thousand Eight hundred Dollars	8,800.00
8" ACP Drop Connection @ MH #6B	One Thousand Seven Hundred Dollars	1,700.00

The said party of the first part expressly agrees to make the improvements herein specified in strict accordance with the provisions of LOCAL SEWER Improvement Resolution No. 300-77 ALTERNATE and in accordance with the plans, profiles and specifications for the improvement on file in the office of the Department of Public Works of said city. The resolutions, profiles, plans, specifications and bids for work herein specified are hereby made a part of this contract as fully and effectually as if herein set out in full.

The said party of the first part further agrees to do and perform all of said work to the entire satisfaction of the Board of Public Works and to complete the same within 120 days after the date of Execution of this contract. To each of the conditions and stipulations of this contract the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, We, the foregoing named parties hereunto set our hands this 16th day of January 19 78.

ATTEST:

Corporate Secretary

Bercot, Inc.

By: Paul Bercot II

Its President

Contractor, party of the first part.

This contract approved by us this day of 19

BOARD OF PUBLIC WORKS,
Party of the second part.

Mayor

LIABILITY BOND

KNOW ALL MEN BY THESE PRESENTS, That we BERCOT, INC.

as principal and The Cincinnati Insurance Company

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of Sixty-Eight Thousand Eight Hundred and no/100 Dollars ($ 68,800.00) for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The condition of the above obligations are such, that if the above named party of the first part shall faithfully comply with the foregoing contract made and entered into the 16th day of January, 1978, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the sewer as to the workmanship, material and conditions for the period of ~~Three (3)~~ One years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

Witness our hands and seals this 16th day of January 19 78

BERCOT, INC. (SEAL)

ATTEST: BY: Paul Bercot (SEAL)

Corporate Secretary (SEAL)

CINCINNATI INSURANCE CO.

By: J. Harlan Huff (SEAL)
ATTORNEY IN FACT

Approved this day of 19

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

Board of Public Works.

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5,68,69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, Page 545, being Section 9459 of Burns Annotated Statutes Volume IV) (Section 40-1214 Burns Annotated 1952 Revision Volume VIII). It is further stipulated that any judgment rendered against the City of Ft. Wayne in any suits for damages for injury to real or personal property, or for any injury to real or personal property, or for any injury, sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of an Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against th City of Fort Wayne in any suit or claim arising under said Workmen's Compensation Acts, of the State of Indiana, now in force, relating to compensation for accidental injuries or death suffer by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been giv said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify an hold harmless City in the premises.

GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, That we BERCOT, INC.

Contractors

as principal and THE CINCINNATI INSURANCE COMPANY

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of Sixty-Eight Thousand Eight Hundred and no/100 Dollars ---------- ($ 68,800.00)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators, and assigns firmly by these presents.

The conditions of the above obligations are, that whereas the said

BERCOT, INC.

did on the 16th day of January, 1978 enter into a contract with the City of Fort Wayne, Indiana, by and through its Board of Public Works, for the construction of a sewer in and along WASHINGTON CENTER ROAD LIFT STATION ELIMINATION

PHASE I ALTERNATE: RES. 300-77

according to certain plans and specifications, and also warranting and guaranteeing the work, material and conditions of the sewer as provided in the aforesaid contract, plans and specifications.

Now, if the said BERCOT, INC.

shall faithfully perform and fulfill all the requirements of said warranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for, then this bond to be null and void otherwise to be in full force and effect.

WITNESS our hands and seals this 16th day of January 19 78.

BERCOT, INC. (SEAL)

BY: Paul Bercot (SEAL)

ATTEST: [signature]
Corporate Secretary

THE CINCINNATI INSURANCE CO.

By: [signature]
Attorney in Fact

Approved this day of 19

[signature]

[signature]

Board of Public Works.

ARTICLE IV, NONDISCRIMINATION OF LABOR

The Contractor further agrees:

(a) That in the hiring of employees for the performance of work on this contract or any subcontract hereunder, neither the Contractor, subcontractor, nor any person acting on behalf of such Contractor or subcontractor, shall, by reason of race or color, discriminate against any citizen of the State of Indiana, who is qualified and available to perform the work to which the employment relates;

(b) That neither the Contractor, subcontractor, nor any person on his behalf, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color.

(c) That there may be deducted from the amount payable to the Contractor by the City of Fort Wayne, Indiana, under this contract, a penalty of Five ($5.00) Dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) That this contract may be cancelled or terminated by the City of Fort Wayne, Indiana, and all money due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms and conditions of this section of the contract.

(e) The City of Fort Wayne, Indiana, the Economic Development Administration, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to the grant program for the purpose of making audit, examination, excerpts, and transcriptions.

The Contractor agrees to pay and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the provisions of Chapter 319 of the Acts of the General Assembly of the State of Indiana for 1935, and all acts amendatory thereof and supplemental thereto, or Federal Wage Scale published by the United States Department of Labor pursuant to provisions of the Davis-Bacon Act, whichever is the highest.

The Contractor agrees to furnish a certificate from the Industrial Board of the State of Indiana, showing that he has complied with all the provisions of the Workmen's Compensation Act of the State of Indiana.

IN RE: WAGE SCALE

CODE: S-SKILLED
SS-SEMI SKILLED
US-UNSKILLED
IF-INDUSTRIAL FUND
PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF OCTOBER, NOVEMBER AND DECEMBER, 1977.
in compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION	CLASS	RATE PER HR.	H&W	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S	12.30	50¢	75¢			3if
BOILERMAKER	S	11.70	80	1.00		3¢	
BRICKLAYER	S	10.34	45	50		1	4if
CARPENTER (BUILDING)	S	9.85		6%		7	2if
(HIGHWAY)	S	10.08	45	35		5	2if
CEMENT MASON	S	9.35	75	40		1	
ELECTRICIAN	S	11.30	40	1%+30		6	
ELEVATOR CONSTRUCTOR	S	10.18	49½	32	8%	2	
GLAZIER	S	9.53	12		40	4	25¢Holidays
IRON WORKER	S	10.75	75	85		1	2if
LABORER (BUILDING)	S-SS US	7.25-7.55	60	45		9	
(HIGHWAY)	S-US-SS	7.15-8.00	60	45		9	
(SEWER)	S-US-SS	7.15-7.95	60	45		8	
LATHER	S	8.20		25		1	2if
MILLWRIGHT & PILEDRIVER	S	10.18		6%		7	2if
OPERATING ENGINEER (BUILDING)	S-SS US	7.90-11.00	40	55		8	
(HIGHWAY)	S-SS-US	7.96-10.30	40	40		8	
(SEWER)	S-SS-US	8.00-10.30	40	40		5	
PAINTER	S	8.60-9.60	42	45		10	6¢misc.
PLASTERER	S	9.27	60	40			
PLUMBER & STEAMFITTER	S	11.35	45	75		7	4if
MOSAIC & TERRAZZO GRINDER	S	8.10-9.45					
ROOFER	S	9.45		10			
SHEETMETAL WORKER	S	10.54	40	35		4	13if
TEAMSTER (BUILDING)	S-SS US	8.68-9.63	23.00pw	28.00pw			
(HIGHWAY)	S-SS-US	8.23-8.83	23.50pw	28.00pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 26 DAY OF Sept. 1977

Wayne T. Kepler
REPRESENTING GOVERNOR, STATE OF INDIANA.

Henry P. Wehrenberg
REPRESENTING THE AWARDING AGENT.

Fred M. Fice
REPRESENTING STATE A.F.L. & C.I.O.

THE CINCINNATI INSURANCE COMPANY

Cincinnati, Ohio

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Cincinnati, Ohio, does hereby constitute and appoint H. Stanley Huff, Jr.; Donald F. Campbell and/or Ruth Kramer

of Fort Wayne, Indiana its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any obligations in the United States, in any amount.

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the sixth day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice-President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973:

"RESOLVED, that the signature of the President or a Vice-President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary and Treasurer and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its President this 15th day of August 1976.

THE CINCINNATI INSURANCE COMPANY

Robert G. Morgan
President

STATE OF OHIO)
COUNTY OF HAMILTON) ss:

On this 15th day of August 1976, before me came the above named President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.

Henry G. Berlon

HENRY G. BERLON, Attorney At Law
Notary Public State of Ohio
My commission has no expiration date.
Section 147.03 R. C.

I, the undersigned Secretary and Treasurer of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Cincinnati, Ohio.
this 16th day of January 1978.

Robert J. Dudukus
Secretary and Treasurer

TITLE OF ORDINANCE SPECIAL ORDINANCE - CONTRACT - SEWER IMPROV. RESOL. NO. 300-77, BERCOT, INC.

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS S-78-02-13

SYNOPSIS OF ORDINANCE CONTRACT FOR SEWER IMPROVEMENT RESOLUTION NO. 300-77, WITH BERCOT, INC., CONTRACTOR, IN THE AMOUNT OF $68,800.00 FOR SEWER IM PAPER MILL BLUFFS, SECTION II.

(CONTRACT ATTACHED)

PRIOR APPROVAL ALREADY ACQUIRED ON THIS PROJECT ON JANUARY 16, 1978

EFFECT OF PASSAGE INSTALLATION OF SEWER IN PAPER MILL BLUFFS, SECTION II.

EFFECT OF NON-PASSAGE INABILITY TO CONSTRUCT SEWER

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) $7865.00 FROM AMFED SERVICE CORP. WITH THE BALANCE BEING PAID BY WPC UTILITY

ASSIGNED TO COMMITTEE

EP